STATE OF VERMONT
RUTLAND COUNTY

AARON COUPER, d/b/a Couper's Classic Cars	)	Rutland Superior Court Docket No. 585-9-07 Rdcv
v.	)	on appeal from Docket No. 53-1-07 Rdsc
ROBERT BOLDT	)	

SMALL CLAIMS COURT APPEAL
Decision

This case is before the Court on appeal from the Opinion and Decision of the Small Claims Court dated August 1, 2007, in which judgment for Aaron Couper was entered in the amount of $1,726.40 related to car repairs plus costs, and the counterclaim for poor workmanship was dismissed. Robert Boldt has appealed.

This Court has reviewed the record; read the transcript of the hearing of June 1, 2007; reviewed Appellant Robert Boldt's Statement of Basis of Appeal filed September 4, 2007; reviewed Appellant's brief filed October 4, 2007 by Ebenezer Punderson, Esq.; and reviewed Appellee Aaron Couper's response filed October 25, 2007. Oral argument was heard on November 19, 2007.

It is not the function of the Superior Court to substitute its own judgment for that of the Small Claims Court Judge. Rather, the role of the Superior Court is to determine whether or not the evidence presented at the hearing supports the facts that the Judge decided were the credible facts, and whether or not the Judge correctly applied the proper law and procedure.

The Small Claims Judge found the following facts, based on evidence presented at the hearing. Appellee Aaron Couper is the owner and operator of a business restoring classic cars. He entered into negotiations with appellant Robert Boldt for the repair of Mr. Boldt's recently-purchased 1974 Jaguar XKE V-12. Mr. Boldt provided Mr. Couper with a list of problems with the car. The parties agreed to a repair contract for parts and labor.

The repair work was extensive. Mr. Couper replaced over 300 parts, made mechanical repairs, and performed body work. After completing the repairs, Mr. Couper drove the vehicle for approximately fifty miles and found it to be in good working condition. He then delivered the car to Mr. Boldt, and Mr. Boldt paid the invoice of $12,683.89.

After driving only a short distance, Mr. Boldt discovered a problem: the engine began racing and would not return to idle. The problem was intermittent. Mr. Boldt asked Mr. Couper to fix the problem. Mr. Couper agreed to diagnose and fix the problem, and advised Mr. Boldt that "if it was anything that I have done, it would be under warranty." Mr. Couper also noted that there was some emission plumbing that was missing, and for which Mr. Boldt would be obligated to pay.

After substantial investigation and investment of time, Mr. Couper identified the problem as an unusual manner in which a plug had been put into the system by a prior mechanic. It acted like a valve, preventing the throttle from returning to idle. Mr. Couper removed it and delivered the car to Mr. Boldt along with an additional invoice for $2,826.40. The invoice reflected $11.40 in parts, $2,640.00 in labor (48 hours @ $55.00 per hour), and $175.00 in towing.

Mr. Boldt disputed the amount of the invoice. Mr. Couper explained the problem and advised Mr. Boldt to pay him what he believed the work was worth. Mr. Boldt chose to pay nothing.

Mr. Boldt then drove the car to Las Vegas. During the trip, the radio died, a red brake reservoir light stayed on, the car ran hot in warm weather, and the chatter in the clutch began to come back.

Mr. Couper filed a complaint in small claims court for the amount of the unpaid invoice. Mr. Boldt filed a counterclaim for poor workmanship and fraud, and sought to recover repairs made to the car while in Las Vegas.

The Judge found credible Mr. Couper's testimony that the car was in good running condition when initially delivered to Mr. Boldt. She also found that the idling repair was not warranty work because the problem was caused by a prior mechanic. The Judge thus concluded that Mr. Couper was entitled to be paid in part for the second repair job.[1] The Judge also concluded that Mr. Boldt did not meet his burden of proof on the counterclaim. The Judge thus entered judgment in favor of Mr. Couper for $1,726.40 plus court costs.

Mr. Boldt appealed. He claims that the Judge erred in concluding that the idling repair work was not within the scope of the original contract, in failing to address Mr. Couper's "offer" to let Mr. Boldt pay whatever he thought the repair was worth, and in concluding that Mr. Boldt failed to prove his counterclaim. The Court addresses these claims in turn.

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[1] The Judge found that forty-eight hours of labor at a cost of $2,640.00 was not a reasonable amount of time to charge for the repair. She found that a reasonable charge would be twenty-eight hours of labor at a cost of $1,540.00. Mr. Couper did not appeal from this decision.

Whether idling repair work was within the scope of the original contract.

The Judge concluded that Mr. Couper was entitled to be paid for the repair of the idling problem. In reaching this conclusion, the Judge found that Mr. Couper completed the repair work initially requested by Mr. Boldt and drove the car for fifty miles without experiencing any problems. She also found that Mr. Boldt asked Mr. Couper to diagnose and repair the idling problem. Finally, she found that the terms of the warranty included any work previously done by Mr. Couper, but that the problem was caused by work done by a prior mechanic. For these reasons, the Judge concluded that Mr. Couper was entitled to be paid.

These findings and conclusions are supported by the evidence. The Judge found that the requested repairs were completed and the car was in good running condition when it was delivered to Mr. Boldt. There is sufficient evidence in the record to support the finding. It is not the role of the Court to reweigh conflicting evidence and substitute its own judgment for that of the Judge when there is evidence that supports the Judge's findings.

Furthermore, the Judge found that the warranty included only work performed by Mr. Couper, and that the idling problem was caused by work done by a prior mechanic. In essence, she concluded that the parties' first contract was completed, and that the parties entered into a second contract for repair of a second set of problems, for which Mr. Couper was entitled to payment. On these issues, the evidence supports the findings, and the findings support the conclusions.

Mr. Couper's "offer"

The Judge found that Mr. Couper told Mr. Boldt to pay him what he believed the repair was worth. By entering judgment for Mr. Couper, the Judge implicitly concluded that no settlement agreement for zero payment was made by the parties. This was a reasonable conclusion based on the evidence presented. Mr. Boldt argues that he accepted an offer to choose the amount to pay, and he did so, resulting in a settlement agreement for no payment. However, one party cannot bind another by "accepting" an *invitation* to make an offer. In order for a person to bind another to a contract by acceptance, the supposed 'offeror' must not just invite an offer, but make a specific offer that he intends to be bound by. Only under such circumstances does acceptance by the other party create a contract. In this case, the evidence supports both a finding of fact and a conclusion of law that Mr. Couper did not intend to be bound by any "acceptance" on the part of Mr. Boldt to pay $0 for the repairs. Therefore, no enforceable contract was made to settle the matter for zero payment.

Counterclaim for cost of repairs

Finally, the Judge determined that Mr. Boldt did not meet his burden of proof in showing poor workmanship and fraud, which Mr. Boldt alleged occurred and resulted in damages in the form of cost of repairs paid to a third party. The Judge found that Mr. Boldt drove the car to Las Vegas after Mr. Couper completed his repairs. From the evidence, the judge could reasonably find that the problems encountered on the trip to Las Vegas were unrelated to the work completed by Mr. Couper, and thus poor workmanship was not proven. In addition, the evidence presented on the amount paid by Mr. Boldt for repairs was vague. It was therefore not error to conclude that the counterclaim was not proved.

For the foregoing reasons, appellant Boldt has not shown error in the findings of fact or conclusions of law of the Small Claims Court.

ORDER

The Judgment of August 1, 2007 is *affirmed*.

Dated at Rutland, Vermont this 7th day of February, 2008.

Mary Miles Teachout

Hon. Mary Miles Teachout
Presiding Judge